

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NEXT IT CORPORATION, a
Washington Corporation,

Plaintiff,

v.

SHANTANU ROY and JENNIFER
ROY, husband and wife; JOSH
KNOWLES, a single person, and
NDALL SOLUTIONS, LLC, an
Idaho corporation,

Defendants.

NO. CV-05-380-LRS

**STIPULATED PROTECTIVE ORDER
BETWEEN NEXT IT CORPORATION
AND JOSH KNOWLES**

Having reviewed Plaintiff and Defendant Josh Knowles' Stipulated Motion for Entry of a Protective Order (Ct. Rec. 28), and finding good cause, the Court HEREBY **GRANTS** said motion and orders the following.

IT IS HEREBY ORDERED:

Plaintiff Next IT corporation and Defendant Josh Knowles shall be bound by the following terms:

1. When used in this Stipulated Protective Order, "Information" means all documents or other materials or media produced in response to discovery requests or otherwise conveyed during this litigation.

1 2. The Parties agree that, pursuant to this Stipulated Protective
2 Order, any Party who produces Information in this litigation may
3 designate any Information as "Confidential" if they have a good faith
4 belief that the Information is or contains trade secrets or other
5 confidential, proprietary, financial, or commercially-sensitive
6 information.

7 3. The Parties agree that, except with the prior written consent of
8 the producing party, the attorneys and Parties herein shall use any
9 Information designated by any party as "Confidential" only for purposes
10 of this action, and shall not disclose such Confidential Information,
11 except as otherwise provided herein, to any person other than:

12 a. The Court and any persons employed by the Court whose duties
13 require access to any materials filed in connection with this action;

14 b. Legal counsel for any Party in this action, their legal
15 associates, paralegals, clerical and other support staff assisting in the
16 representation of the Party to this action;

17 c. The Parties to this litigation, their employees, officers and
18 directors whose duties require access to Information exchanged through
19 discovery in this action;

20 d. Actual witnesses and potential witnesses in this action, and
21 their counsel, to the extent reasonably deemed necessary by counsel for
22 the witness's preparation for testimony;

23 e. Outside consultants and experts (and their employees) retained
24 for the purpose of assisting in the prosecution and/or defense of this
25 action;

26 f. Court reporters;

1 g. Mediators and/or Arbitrators that the Parties have agreed to use
2 in an effort to resolve or narrow the issues in this case; and

3 h. Employees of copying and/or microfilming services utilized with
4 respect to this action for the prosecution or defense thereof.

5 4. Prior to disclosure of any Information designated as
6 "Confidential," any person included under subsections 4(d) and (e) shall
7 agree in writing to comply with this Order by executing a Certificate of
8 Knowledge of and Compliance with Stipulated Protective Order indicating
9 that he or she has received and reviewed this Stipulated Protective Order
10 and agrees to be bound by its terms. If such person refuses to be bound
11 by the terms of the Stipulated Protective Order, no Confidential
12 Information may be shown to that person outside the context of a sworn
13 deposition. Deponents who refuse to agree to the terms of this
14 Stipulated Protective Order on the record may be shown Confidential
15 Information during the course of a deposition, but will not be allowed
16 to keep a copy of the Confidential Information or the transcript of the
17 deposition if the transcript recites, references, or describes the
18 contents of the Confidential Information.

19 5. Any Party may challenge the designation of Information as
20 "Confidential" by giving written notice that such Party intends to
21 challenge the designation by raising the issue with the Court. Notice
22 must be made to the Party who produced the Information not less than
23 fourteen (14) days prior to filing any motion. If, within ten (10) days
24 after receipt of the notice, the Party who produced the Information makes
25 a written objection to the Party giving the notice, the Information shall
26 remain designated as "Confidential" until this Court orders otherwise.

1 If timely written objection is not made, the Party who produced the
2 Information shall be deemed to have waived any objection to the
3 disclosure of the designated Information and the Information may be
4 treated as non-confidential without further order of the Court.

5 6. With respect to any communications to the Court, including any
6 pleadings, motions or other papers, all documents containing
7 "Confidential" Information shall be communicated to the Court in a sealed
8 envelope or other appropriate sealed container on which shall be written
9 the caption of this lawsuit, an indication of the contents of the sealed
10 envelope or container, and the words "CONFIDENTIAL INFORMATION SUBJECT
11 TO A PROTECTIVE ORDER," and the Clerk of this Court is directed to
12 maintain such materials under seal.

13 7. Inadvertent failure to designate any Information "Confidential"
14 shall not constitute a waiver of an otherwise valid claim of
15 confidentiality pursuant to this Stipulated Protective Order, so long as
16 a claim of confidentiality is asserted within fifteen days after the
17 producing Party has noticed the inadvertent failure to designate the
18 Information as "Confidential". At such time, arrangements shall be made
19 by the Parties to designate the Information "Confidential" in accordance
20 with this Stipulated Protective Order.

21 8. Except as otherwise agreed in writing, at the conclusion of this
22 action, whether the action be settled, otherwise resolved in full prior
23 to trial, or tried on the merits, the obligations imposed by this
24 Stipulated Protective Order shall remain in effect. All copies of
25 "Confidential" Information shall be promptly destroyed by party
26 possessing it.

9. Any person or entity receiving "Confidential" Information under this Stipulated Protective Order who is then later served with a subpoena for any such Information shall give counsel for the Parties at least seven (7) days' notice (or reasonable notice if the time for compliance with the subpoena is less than seven (7) days) before producing any such Information.

10. The terms of this Stipulated Protective Order shall survive any settlement, discontinuance, dismissal, severance, judgment, or other disposition of this litigation, and the Court shall continue to retain jurisdiction to enforce the terms of this Stipulated Protective Order.

IT IS SO ORDERED.

The District Court Executive is directed to file this Order and provide copies to counsel.

DATED this 20th day of December, 2005.

s/Lonny R. Suko

LONNY R. SUKO
UNITED STATES DISTRICT JUDGE